

**DISTRICT OF COLUMBIA**

**TAX INCREMENT  
FINANCING  
PROGRAM**

**DEVELOPER'S GUIDE  
AND  
APPLICATION  
FILING INSTRUCTIONS**



**THE DISTRICT RESERVES THE RIGHT TO PRESCRIBE THE FORM AND CONTENT OF ALL LEGAL AND FINANCING DOCUMENTS TO WHICH IT IS A PARTY AND FOR WHICH ITS APPROVAL IS REQUIRED.**

**EACH APPLICATION SHALL BE EVALUATED ON A CASE-BY-CASE BASIS ACCORDING TO THE UNIQUENESS OF THE APPLICATION. THIS DEVELOPER'S GUIDE AND RELATED PROCEDURES ARE SUBJECT TO CHANGE. APPLICATION MATERIALS ARE OPEN FOR PUBLIC INSPECTION. NEITHER RECEIPT, CERTIFICATION NOR APPROVAL OF AN APPLICATION FOR TAX INCREMENT FINANCING SHALL OBLIGATE THE DISTRICT OF COLUMBIA TO PROVIDE ANY FORM OF FINANCIAL OR OTHER ASSISTANCE TO ANY APPLICANT.**





GOVERNMENT OF THE DISTRICT OF COLUMBIA  
EXECUTIVE OFFICE  
WASHINGTON, D.C. 20001

**Dear TIF Applicant:**

With the introduction of Tax Increment Financing, Washington, DC adds a new and powerful tool to its arsenal of economic development programs that will help spur economic activity throughout our nation's capitol.

This Developer's Guide offers you the criteria, standards, guidelines and procedures that will permit you to take advantage of this new opportunity. Before submitting an application, I encourage you to examine it carefully and let us know if there are questions we can answer for you.

The TIF approval process is, of necessity, a competitive one. Its primary purpose is to leverage private investment in projects that otherwise would not be developed. Therefore, each TIF project must:

- ◆ include private investment dollars;
- ◆ use all available combinations of public and private, federal and local grants, loans, incentives, bonds and credits; and
- ◆ use other complementary business development incentives for which the project, the applicant and the District are eligible.

Clearly, the potential for sustained economic and business development in Washington, DC, has never been better. With the addition of TIF, the government and private sector can engage in the kind of collaborative initiatives that will help reinvigorate our neighborhoods, inspire investment opportunities, and bolster our children's future. We welcome your interest and participation.



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**DISTRICT OF COLUMBIA  
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**DEVELOPER'S GUIDE  
AND  
APPLICATION FILING INSTRUCTIONS**

**INTRODUCTION**

This Developer's Guide and Application Filing Instructions summarize the policies, goals and procedures governing the submission, review and implementation of proposals for Tax Increment Financing (TIF). TIF may be made available to assist in financing high priority, capital improvement projects that are unlikely to be undertaken in the absence of public support. The repayment of the principal and interest on bonds issued to fund the contribution of the government of the District of Columbia (the "District") may be secured by private guarantees, and by the pledge of a portion of the incremental growth in real property and/or sales tax revenues attributable directly to the assisted project.

The District TIF Program is administered jointly by the Office of the Chief Financial Officer (the "OCFO") and the Office of the Deputy Mayor for Planning and Economic Development (the "ODMPED"). Before submitting a financing request, applicants and their legal and financial consultants are advised to arrange with ODMPED a pre-application conference to review the legal and financial requirements and other applicable pre-conditions to participation. TIF applications are accepted and reviewed continuously; however, proposed projects may be approved by the Council of the District of Columbia (the "Council") only during a legislative session. Statutory authority and regulatory guidelines governing the issuance of tax increment bonds are found under Section 490 of the Home Rule Act P.L. 93-198, the District of Columbia Tax Increment Financing Authorization Act of 1998, D.C. Law 12-143; D.C. Code Section 1-2293.1 et. seq., (collectively, the "Act"), and Title 10 (Chapter 50) of the District of Columbia Municipal Regulations. Copies of "The Act" are available in the Legislative Services Division of the Council of the District of Columbia, Room 714, 441 4th Street, N.W., Washington, DC 20001.

## **I. EXECUTIVE SUMMARY**

TIF is a major component in the District's development and redevelopment efforts, which allows private developers or companies to finance an amount not to exceed twenty percent (20%) of all project costs. Pursuant to the TIF Act, the District is authorized to issue and sell tax-exempt government revenue bonds to finance development and redevelopment within one or more Priority Development Areas (the "TIF Area"). A portion of the incremental growth in real property and sales tax within the TIF Area may be applied to the repayment of the bonds.

The TIF Act requires that the District conduct extensive due diligence in order to make a determination as to certification of a TIF project. The District shall employ extensive analyses in order to determine whether a project meets the statutory requirements for certification. The certification process involves the following stages:

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- A. Pre-Application Conference.** When the applicant describes the project, outlines its benefits to the public and discusses the application requirements and procedures
  - B. Preliminary Review and Issuance of a Letter of Sufficiency,** which acknowledges that the application is sufficient for filing.
  - C. Pre-Certification,** indicating preliminary certification approval—subject to the satisfaction of all application requirements, policies and procedures.
  - D. Due Diligence Analyses** such as feasibility analyses, cost/benefit analyses and economic development studies. These analyses and studies shall be conducted prior to and during Pre-Certification.
  - E. Document Negotiations.** Negotiations of the Term Sheet setting forth the general business and financial terms of the project and the Development Agreement, which shall include the statutory requirements for financing the project.
  - F. Certification of the financial feasibility of the project for TIF** by the Chief Financial Officer ("the CFO") and planning and economic development feasibility by the ODMPED.

**G.** Review and approval of the Certification, Development Agreement and Proposed Resolution by the Mayor of the District.

**H.** Review and approval of the Proposed Resolution by the Council of the District.

**I.** Review and approval by the Financial Responsibility and Management Assistance Authority as required by law.

The following is a guide to the application fees. The Applicant shall pay additional fees for consultant costs associated with the review of a TIF application. Such fees shall vary according to the financial and business characteristics of each project.

TIF APPLICATION FEES	
<u>Project Size</u>	<u>Application Fee</u>
Over \$25,000,000	\$25,000
\$10,000,000 - \$25,000,000	\$15,000
Under \$10,000,000	\$5,000
Qualifying Non-Profits	\$5,000

## **II. POLICY STATEMENT**

TIF shall be used as one of several tools employed by the District to help stimulate the expansion of commercial development, affordable housing, and employment and other economic opportunities in underserved areas of the city. TIF shall only be made available and employed as financial leverage for proposed projects in Priority Development Areas, as defined in the Act, that otherwise would not generate positive and substantial fiscal benefits to the District.

Each TIF project must achieve one or more specific public purposes of the Act, and advance the District's economic development policies and plans. Funding for TIF-eligible projects is derived from the incremental increase in real property and sales tax revenues generated by new construction or rehabilitation projects within the boundaries of the designated TIF areas.

It is the policy of the District that:

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**A.** TIF will be employed as one of several tools to expand and diversify the tax base by helping to stimulate the expansion of commercial development, affordable housing, employment, public infrastructure improvements and other economic opportunities.

**B.** TIF shall be made available exclusively to leverage private financial investment in proposed development or redevelopment projects of special merit located in Priority Development Areas that would not generate substantial fiscal benefits to the District in the absence of TIF assistance.

**C.** Each TIF project shall achieve specific public purposes of the Act and advance the District's economic development policies, goals and plans.

**D.** No TIF project shall have a negative financial effect on the District's general obligation debt ratings.

**E.** Each TIF project shall include a measurable commitment to employ District residents during all phases of the project.

**F. Without the existence of significant special merit, the aggregate amount of TIF proceeds allocated to each approved project shall not exceed the following:**

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- 1. Twenty percent (20%) of the project's total cost.**
- 2. The amount of private equity invested in the project.**
- 3. Fifty percent (50%) of the net present value of the project's estimated total tax increments.**

TIF applications meeting all submission criteria and requirements will be either certified or rejected within 120 days of their receipt.

### III. PROGRAM PRIORITIES

Priority will be given to projects that include:

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- A.** Assistance for public infrastructure improvements (e.g. off-site street improvements, utility upgrades and extraordinary costs for removal of existing structures or hazardous conditions).
- B.** Neighborhood retail development.
- C.** Affordable housing.
- D.** Housing in the downtown district.
- E.** Brownfield development.
- F.** Rehabilitation of historic structures.
- G.** Development within empowerment zones.

#### **IV. PROGRAM QUALIFICATIONS**

In order to be considered for TIF, the Act requires that a project must be located in a Priority Development Area and demonstrate the following qualifying criteria:

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**A.** The project is consistent with the District of Columbia Comprehensive Plan Act of 1984 (D.C. Law 5-76; D.C. Code § 1-245 passim, amended December 31, 1998, D.C. (the "Comprehensive Plan"), and will achieve development priorities identified in the Comprehensive Plan for the Priority Development Area in which the project is located. Copies of the Comprehensive Plan are available for a fee from the Office of Documents and Administrative Issuances, Room 527, 441 4th Street, N.W., Washington, DC 20001.

**B.** The financial feasibility of the project.

**C.** The project will likely result in a net increase in the taxes payable to the District. Taking into consideration income taxes, franchise taxes, real property taxes, without regard to the real property tax increment revenues to be applied to payment of the TIF bonds, sales taxes and without regard to the sales tax increment revenues to be applied to payment of the TIF bonds, parking taxes, use taxes, and other taxes, over the amount that would have been payable to the District in the absence of the project.

**D.** The project's total anticipated benefits to the District, including public benefits as well as financial benefits, exceed the total anticipated costs to the District.

**E.** An allocation of the project's real property and/or sales tax increment revenues will compete with or supplant benefits from other sources, or other means which are otherwise available for the project on reasonable terms and conditions.

**F.** The project is one of special merit, and there is a reasonable probability that the special merits of the project will not be achieved without the TIF allocation. The following benefits constitute special merit:

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**1.** Elimination of blight.

**2.** Financing District authorized public improvements.

3. Strengthening and diversifying the employment and economic base.
4. Increasing property values.
5. Reducing poverty and public welfare.
6. Stabilizing and upgrading existing neighborhoods and areas, facilitating economic self-sufficiency, enhancing economic activity in locations near prior public investments and implementing the economic development strategy of the city.
7. Other economic, social or financial factors apart from the criteria established in the Act.



## V. APPLICATION GUIDELINES

The following are general guidelines the applicant must comply with in the application for TIF:

- A.** A financial and technical ability to complete and operate the project. The District will commit TIF funds only after private equity has been committed, and will generally have expectations similar to those of private lenders.
- B.** A commitment to significant private equity in the project. Preference is given to applicants who commit fifteen percent (15%) or more of total project costs.
- C.** That alternative (private and public) subsidies (other than TIF) have been sought. A statement must be submitted explaining the types and amounts of non-District revenue and other forms of financial assistance and concessions that have been sought, or for which the project, in whole or in part, is eligible including:

1. Programs offered by independent District instrumentalities.
2. Programs offered by other state, local, regional and interstate governments, authorities and instrumentalities.
3. Programs offered by Federal government agencies, departments and government-sponsored enterprises (such as grants, reciprocal service or use agreements, interest rate subsidies, low-interest rate loans and guarantees, income tax credits, exclusions, exemptions and deductions and tax-exempt revenue bonds).
4. Substantiated reason(s) why such subsidies from other sources are not available on reasonable terms.<sup>1</sup>

<sup>1</sup>Information on the availability of specific federal assistance is published in the Catalog of Domestic Federal Programs. Types of federal source agencies include:

**Energy Conservation-Environmental Impact Assessment and Remediation**

- Department of Commerce
- Department of Energy
- Department of Health and Human Services
- Economic Development Administration
- Environmental Protection Agency

**Housing**

- District of Columbia Housing Finance Agency
- Department of Housing and Urban Development

**Parking, Roads, Public Infrastructure**

- Department of Commerce
- Economic Development Administration
- Department of Housing and Urban Development
- Department of Transportation
- Metropolitan Washington Council of Governments
- Washington Metropolitan Area Transportation Authority

**D.** That without the use of TIF, the project is not feasible, or would otherwise not be completed because of conditions of blight, extenuating circumstances that exist at the site or other factors related to the development.

**E.** That the project conforms to existing planning and economic development goals of the District.

**F.** That projects including retail and commercial uses are targeted to encourage an inflow of customers from outside the District, or provide services to District residents that are unavailable or in short supply in the District, so as to encourage District residents not to leave the District for such retail opportunities or services.

## VI. APPLICATION FEES AND EXPENSES FOR TIF CERTIFICATION

A. Applicants must submit a non-refundable fee to the District for submission of their applications. An application will not be considered complete until such fee is received. Make checks payable to:

### **"The District of Columbia—TIF Program."**

The amount of the application fee is as follows:

<u>Project Size</u>	<u>Application Fee</u>
Over \$25,000,000	\$25,000
\$10,000,000 - \$25,000,000	\$15,000
Under \$10,000,000	\$5,000
Qualifying Non-Profits	\$5,000

In addition, the District may waive the application fee from time to time, particularly in the case of a resubmission of application.

B. Applicants must submit to ODMPED funds to cover pre-certification and certification expenses, which shall be deposited in a special escrow account for the purpose of payment of the due diligence review required by the Act.

D. The pre-certification and certification fees will vary according to the complexity of the project. Upon receipt of a Letter of Sufficiency by ODMPED, an applicant must deposit the appropriate fee into an escrow account for the payment of the pre-certification expenses. The District will have sole control over the payment of expenses, and will forward copies of each bill submitted for payment to the applicant. In the event the applicant withdraws its application, the applicant must notify the District in writing to terminate all future payments for the due diligence review by outside consultants. All payments for services performed by consultants up to the date of such notice shall be paid by the Escrow Agent. Any remaining funds shall be returned to the applicant.

## **VII. APPLICATION REQUIREMENTS**

Each applicant must provide the following information, along with the applicable application fee to the ODMPED:

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**A. Development Plan/Design Concept.** Submit a narrative that describes the project including:

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1. A boundary map and identification of the proposed TIF area by square, suffix and lot.
  2. A detailed description of the proposed land uses for the project.
  3. Construction information including the number of square feet to be demolished and constructed, the number and square footage of units, parking and the number of construction phases.
  4. Detailed project cost estimates.
  5. Resumés of engineers, architects, planners, contractors and other consultants.
  6. Project timeline and any time constraints that affect the project.
  7. Proposed business types and major tenants for retail and commercial projects.
  8. A description of the design of the project and how it relates to the surrounding area.

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**B. State the timing and phasing of the project.**

**C. Feasibility Analysis of the Project.** Provide a feasibility analysis including an evaluation of the marketing plan, market acceptance, financial viability and analysis of direct and indirect economic impact of the project. The applicant must demonstrate that the project is not feasible without TIF, but that the inclusion of TIF financing would allow the project to succeed without permanent public subsidy. Please highlight and explain any major assumptions.

**D. Provide an analysis of the following:** The projected incremental tax revenues—including income, franchise, real property, sales, parking, use and other taxes—expected to be generated by the project, and an analysis of the portion of those taxes expected to be committed to TIF.

**E. Comprehensive Plan and Zoning.**

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**1. Demonstrate that the project is consistent with the Comprehensive Plan and achieves development priorities for the project location.**

**2. Describe the project's compliance with current zoning regulations of the District. If the applicant intends to seek variances, special exceptions, rezoning or other exemptions from zoning regulations, describe those proposed exceptions and the status of any applications made or planned.**

**3. Describe compliance with historic preservation requirements, if appropriate.**

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**F. Describe any Environmental Issues at the project site. Additional information such as environmental reports/studies may be required, as deemed necessary, by the project.**

**G. Site Control and Property Appraisals. Evidence of site control including ownership, purchase options and a narrative on the status of the property acquisition. Identify any restrictions that may have been imposed on the development of the site, either through agreements, easements or other arrangements, and provide copies of the relevant documents. If the site is not controlled by the applicant, identify any obstacles to obtaining control that you may be aware of, and identify how control will be obtained. Submit appraisal reports for the project properties.**

**H. Description of the Project Ownership Structure. Submit resumes of the principals, financial statements of the applicant and a narrative description of experience with similar projects. Include a discussion of the outcome and status of those projects.**

**I. Financial Information**

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**1. List the major components of the project costs.**

2. Outline the proposed financing of the total project costs, showing the amounts of equity, debt and TIF. Describe the equity ownership in detail and state the expected terms on the debt and TIF.
  3. Give a detailed description of the expected use of the TIF proceeds.
  4. Include rejections if other financing proposals have been submitted to other funding sources.
  5. Provide a specific request for District TIF—indicate the level of assistance being sought and why it is needed for the project. The request should not exceed twenty percent (20%) of project costs. The District may be willing to waive this limit where public benefits are substantial.
  6. Describe the full utilization of financial subsidies from federal and other sources.
- 

**J. Pro Forma Income and Expense Schedules for the project.** The pro forma should be annual, for a twenty-year period and should contain detailed assumptions including occupancy rates and debt service. There should be two sets: (a) one set without a TIF allocation and (b) one set with a TIF allocation. Major assumptions must be highlighted and explained.

**K. Internal Rate of Return Analysis on Equity.** The analysis should assume five-year and ten-year holding periods. There should be two sets: (a) one set without a TIF allocation and (b) one set with a TIF allocation. Major assumptions must be highlighted and explained.

**L. Alternative Use of Resources.** The applicant should state an opinion as to the likely use of the project site if TIF is not granted. Also, describe how the TIF project is superior to any alternatives in achieving the District's development goals.

**M. Public Benefits and Employment.** Include a narrative describing and an analysis quantifying the public benefits created by this project. Such benefits may include:

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1. Expected increases in taxes by tax type.

2. Participation in the Minority Business Enterprise/Women Business Enterprise subcontractor program.
  3. Participation in local job readiness/training programs (whether publicly or privately sponsored).
  4. Participation in Department of Employment Services' First Source Employment program.
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**N.** Describe the nature of the jobs associated with the project including, but not restricted to, the following information:

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1. The number, type, expected pay levels and permanency of new jobs. Discuss employment during the construction period and the operational phase separately.
  2. The location of the new jobs. Is the site of the new jobs in an enterprise zone?
  3. What proportion of the jobs, by major job type, are projected to be held by District residents?
  4. The skills, education levels and range of salary and compensation required for jobs expected to be created.
  5. Any employment guarantees the applicant is willing to make.
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**O.** Public costs.

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- 1 Past public costs. Describe any past costs to the public sector from District or Federal sources.
2. Future costs. Describe any additional costs to the public sector if the project is completed. These costs may include short-term costs during the construction phase (e.g., expansion of utility lines, street and side-walk improvements and other financing subsidies) and ongoing costs. If the applicant expects to reimburse the District for any public costs, include this information.

**P. Displacement of Economic Activity.** Provide a narrative describing economic activity displaced by the project, including jobs, sales and other activity at the project site and at other District locations due to the new project. For example, if the applicant expects retailers to vacate other locations in the District in favor of the proposed TIF area, this must be disclosed and fully discussed in the application. At minimum, the applicant must include information on the population areas from which the project will draw, and information on similar businesses that would be competing with TIF area businesses.

**Q. Impact on Area Residents and Businesses.** Describe any impact on current residents located at the site of the proposed project, along with any steps the developer will take to minimize negative impacts either during construction or in operation. Provide an estimate of the number and location of displaced residents at the project site. Describe any impact from construction or project operation, and the extent to which any phase of the project would negatively impact area businesses or institutions. Indicate how these impacts will be mitigated.

**R. Special Merit.** Demonstrate that but for the use of TIF, the project would not otherwise go forward and be economically viable because of conditions of blight, extenuating circumstances that exist at the site, and other factors related to the development. In addition, in order to be considered for TIF, a project must demonstrate special merit such as elimination of blight, financing District authorized public improvements, strengthening and diversifying employment and economic base, increasing property values, reducing poverty and public welfare, and stabilizing and upgrading existing neighborhoods. In meeting this criteria, each application must include a discussion and quantitative estimates of the project's contribution to:

- 
1. Stabilizing and upgrading housing units.
  2. Revitalizing neighborhoods and integrating housing into all neighborhoods where feasible.
  3. Employing residents of the District (including the type of employment, expected duration and compensation).
  4. Increasing the revenues of the District government.

The District may withhold its contribution to the project until the applicant demonstrates that the above characteristics of special merit are met.



**S. Propose Performance Evaluation Measures** that the District can use to effectively monitor performance under the TIF contract. Describe accountability measures that may be applied if the project does not proceed as expected. At minimum, the applicant must include minimum levels of District resident employment and/or payroll during project implementation, and a deadline for completion of the entire TIF project. Other measures may focus on the value of new construction, increment in taxes (by tax category), job creation, size of payroll, wage levels of jobs and the percentage of jobs held by enterprise zone and/or District residents.

**T. Identify defaults and criminal and/or civil litigation.** Discuss the following:

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1. Any pending or threatened criminal and/or civil litigation or administrative proceedings against the applicant and/or principal participants.
  2. Any material defaults under existing financing or workouts by the applicant and/or principal participants.
  3. Any failure by the applicant and/or principal participants in the past ten years in the District of Columbia or any other state or tax jurisdiction to pay taxes, assessments, fees or other similar payments of debt of any nature when due.
  4. Any bankruptcy proceedings in which the applicant and/or principal participants have been identified as debtors in the last 10 years.
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**U. Provide the following additional information:**

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1. State any financial contribution made in the past five (5) years by or on behalf of the applicant and its principal participants or employees to any elected or principal executive, administrative or financial officer of the District of Columbia.
2. Describe any significant business relationship in the past five (5) years between the applicant and principal participants or employees with any elected or principal executive, administrative or financial official of the District of Columbia.

3. State whether the project or a substantially similar project has been considered by any District agency in the past ten (10) years.

4. State other properties wholly or partially owned that would be positively impacted by the project.

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**V. Forms required to be submitted.** The following forms (See Appendix A) should be properly completed and signed before submission:

1. Certification of Application.
2. Tax Certification Affidavit/Listing of Properties Owned in the District of Columbia.
3. Non-Discrimination Certification.
4. Equal Employment Opportunity (EEO) Policy Statement.
5. Assurance of Compliance with Equal Employment Opportunity Requirements.
6. First Source Employment Agreement.
7. Employment Plan
8. Certificate Evidencing Intent to Enter into Memorandum of Understanding.
9. Memorandum of Understanding.

The District reserves the right to amend the application requirements and to require submission of other forms, as it deems necessary, on a case-by-case basis.

## VIII. APPLICATION SUBMISSION

Prior to application submission, applicants are required to attend a Pre-Application Conference with ODMPED. Applicants are requested to contact ODMPED to schedule the pre-application conference.

All applications should be submitted and inquiries directed to the Deputy Mayor for Planning and Economic Development:

Office of Deputy Mayor for Planning and Economic Development

441 4th Street, NW, Suite 1140N, Washington, D.C. 20001

Phone: (202) 727- 6365; Fax: (202) 727-6703

Upon receipt of the application, ODMPED shall conduct a preliminary review to determine the sufficiency of the submission. If the application is deemed incomplete, ODMPED will reject and return the application to the applicant, specifying the reasons for rejection. If the application is deemed complete, the applicant will be sent a Letter of Sufficiency for Filing confirming submission/receipt of a complete application.

Upon receiving the Letter of Sufficiency for Filing from ODMPED, the applicant must submit within ten (10) days of the date of the Letter of Sufficiency for Filing, twenty (20) copies of the application, including all attachments and a two-page Executive Summary of the application to ODMPED. The District reserves the right to request additional information at any time if it deems such information is necessary for complete evaluation of an application. Applicants may be required to make an oral presentation following the submission of the application.

The District has determined to treat applications for TIF as public records. Accordingly, information submitted to the District as part of the TIF application process is subject to disclosure to the public. Confidential commercial and financial information submitted by the applicant is exempt from disclosure to the public, and will be retained on a confidential basis by the District. This exemption from disclosure is available only to the extent that disclosure will cause substantial harm to the competitive position of the applicant or impair the District's future ability to gain necessary information to pursue public policy goals. All information the applicant wishes to be treated as exempt from disclosure should be submitted separately, bound and clearly marked as follows:

**"Confidential Commercial and Financial information**

**—Exempt from Public Disclosure."**

Applicants seeking technical assistance from the District in the preparation of an application are invited to contact the Office of the Deputy Mayor for Planning and Economic Development at: (202) 727-6365.

## IX. APPROVAL PROCESS

Upon receipt of the complete application package, the application shall be submitted to the Office of the Chief Financial Officer (the "OCFO"). The Act provides that the CFO shall have one hundred twenty (120) days to perform all required and necessary due diligence on the project. The following includes the analyses that shall be performed by the District and the review responsibility for the analyses:

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**A.** Whether the project is consistent with the Comprehensive Plan and all applicable zoning statutes, rules and regulations. That the project will achieve development priorities identified in the Comprehensive Plan for the Priority Development Area in which the project is located.

**Review Responsibility—ODMPED**

**B.** Whether further studies are required in connection with the project, e.g., parking or traffic impact studies, market feasibility studies, etc. If the studies are deemed necessary, the costs associated with conducting any such studies shall be paid by the applicant.

**Review Responsibility—OCFO and ODMPED**

**C.** A quantitative assessment of the accuracy of the incremental revenue projections for the applicable tax base provided by the applicant.

**Review Responsibility—OCFO**

**D.** An overall assessment as to whether the project is financially feasible.

**Review Responsibility—OCFO**

**E.** Whether the project will likely result in a net increase in taxes payable to the District, taking into consideration income taxes, franchise taxes, real property taxes (other than the real property tax increment revenues to be applied to payment of the TIF bonds), sales taxes (other than the sales tax increment to be applied to payment of the TIF bonds), parking taxes, use taxes and other taxes over the amount that would have been payable to the District in the absence of the project.

**Review Responsibility—OCFO**

**F.** Whether the project's total anticipated benefits to the District, including public as well as financial benefits, exceed the total anticipated costs to the District and a description thereof.

**Review Responsibility—OCFO and ODMPED**

**G.** Whether an allocation of the project's real property and/or sales tax increment revenues will compete with or supplant benefits from other sources, or by other means that are otherwise available for the project on reasonable terms and conditions.

**Review Responsibility—OCFO**

**H.** Whether the project is one of special merit and there is a reasonable probability that the special merit of the project will not be achieved without the TIF allocation and a description thereof.

**Review Responsibility—ODMPED**

**I.** A determination by Bond Counsel of the proper tax treatment of bond proceeds.

**Review Responsibility—OCFO**

**J.** Whether other forms of government assistance could be utilized in place of TIF that would have lower costs to the District.

**Review Responsibility—OCFO and ODMPED**

**K.** Whether the project will achieve the Downtown Task Force and Comprehensive Plan goals.

**Review Responsibility—ODMPED**

If the project does not comply with the criteria of the Act, the OCFO and ODMPED shall jointly notify the applicant in writing stating the specific reasons for rejection of the application. If the applicant chooses to resubmit a revised application, the District may waive the application fee.

## **X. PRE-CERTIFICATION**

Based upon the criteria enumerated above, if the OCFO determines to Pre-Certify the project, a Pre-Certification Letter will be issued to the applicant specifying certain conditions that must be satisfied prior to Certification of the project. It is the District's intention to make such determination within sixty (60) days of the District's receipt of the complete application package.

Following Pre-Certification, ODMPED, OCFO and the applicant shall negotiate and execute a Term Sheet. The Term Sheet shall state the general financial and business terms, and shall be used to negotiate the Development Agreement.

The Development Agreement shall be prepared by ODMPED and the OCFO and shall set forth the following terms:

- 
- A.** The boundaries of the TIF area.
  - B.** The amount and type(s) of real property and/or sales tax increments to be allocated for specified development costs.
  - C.** The terms and conditions under which tax increments are to be made available, e.g., restrictions, bond insurance, letters of credit and other forms of credit enhancements.
  - D.** The maximum maturity of the TIF bonds.
  - E.** Reporting and other performance obligations, defaults and remedies.
  - F.** The assignment of rights, obligations and remedies upon bond default.
  - G.** Other pre-conditions to the issuance and sale of TIF bonds and the allocation, requisition and expenditure of TIF proceeds.

## **XI. CERTIFICATION**

Approximately 100 days from the date of the District's receipt of a complete application package, a Development Agreement shall be submitted to the OCFO by ODMPED. The CFO shall certify the project, and prepare a Proposed Resolution for approval by the Council. The CFO may decline to certify the project if the Development Agreement fails to reflect the statutory considerations and conditions set forth in the pre-certification letter. The Proposed Resolution shall:

- 
- A.** Delineate the TIF area for the project.
  - B.** Describe in summary fashion the project and its compliance with the criteria.
  - C.** List the public benefits to be derived from the project.
  - D.** Identify the portion of real property and/or sales tax incremental revenues to be allocated to the project.
  - E.** Summarize the terms of the TIF bonds to be issued with respect to the project, for approval by the Council.

The CFO and ODMPED shall submit the Certification, Proposed Resolution and Development Agreement to the Mayor who in turn shall, upon a determination that the resolution is consistent with the Act, transmit the resolution to the Council. The Act requires the Council to approve or disapprove the Proposed Resolution within forty-five (45) days of submission.

## **XII. CONSULTANTS**

The District shall have exclusive jurisdiction in the selection and compensation of all professional outside consultants/agents necessary for the formation of the TIF and the issuance of bonds. The costs of consultant services shall be collected from the applicant in order to reimburse costs paid by the District. Such consultants shall include, but not be limited to:

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- A. Bond Counsel.**
- B. Financial Advisor.**
- C. Underwriter.**
- D. Market Feasibility Consultant.**
- E. Economic Development Consultant.**



### **XIII. FINANCING TERMS**

Additional security and project credit enhancement may be required on a case-by-case basis. The District's Financial Advisor and Underwriter shall review and recommend all proposed credit enhancements to determine the appropriateness and desirability for the District.

If the District requires a letter of credit or other credit enhancement, it shall be issued by an institution, in a format, and upon terms and conditions acceptable to the District. All fees payable for the letter of credit or other security instruments provided to the District shall be the sole responsibility of the applicant.

The final determination as to the necessity for additional security shall be made by the District.

All terms and conditions of the TIF shall be determined by the District. The District will manage and invest or direct the investment of all District issued TIF-secured bond proceeds. Each bond issue shall be structured to adequately protect bond owners, and shall have no negative impact the bond-issuing capacity or credit rating of the District.

Unless otherwise required by the CFO, the following shall be the minimum bond requirements:

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- A.** A debt service reserve fund.
- B.** Special reserve fund as deemed necessary and appropriate by the CFO.
- C.** The tax increment shall be captured for the first fiscal year following the sale of bonds. Interest shall not be capitalized beyond the earliest interest date for which sufficient tax increment revenues will be or are projected to be available for payment of interest.
- D.** The repayment of principal shall begin on the earliest principal payment date for which sufficient tax increment revenues can be made available.
- E.** Beginning with the first principal repayment, annual debt service shall be level. The District will consider ascending (increasing) debt service structure on a case-by-case basis.

**F.** The sole source of revenues to secure the bondholders are such tax increments as may be collected, or additional security provided in each transaction.

**G.** In instances where multiple series of bonds are contemplated, the District shall approve priority of project funding and expenditures made with bond proceeds.

**H.** The District shall have the right to determine the structure of the bond to be issued—including the method of sale, the need for bond ratings, investment of bond proceeds, the use of credit enhancement and all other terms and conditions incidental to structuring the bond issue.

**I.** Certification by the Bond Counsel.

**J.** Approval by the District of Columbia Treasurer and the CFO.

**K.** Approval by the Mayor and Council.

**L.** Review and approval of the TIF application by the District Of Columbia Financial and Management Assistant Authority, as applicable.

Other Financing Conditions:

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**A.** The District will issue TIF obligations (bonds or notes) and direct reimbursement to the applicant only after necessary conditions specified in the Development Agreement have been satisfied by the applicant.

**B.** The District, except in extenuating circumstances, will make its subsidy available as the "last dollar" in order to ensure that the District receives benefits due as specified in the Development Agreement.

**C.** The maximum period for which a TIF bond can be issued is thirty (30) years. However, the District will give priority treatment to shorter periods.

## **XIV. APPENDIX A**

### **REQUIRED FORMS**

- Certification of Application
- Tax Certification Affidavit/Listing of Properties Owned in the District of Columbia
- Non-Discrimination Certification
- Equal Employment Opportunity Policy Statement
- Assurance of Compliance with Equal Employment Opportunity Requirements
- First Source Employment Agreement
- Employment Plan
- Certification Evidencing Intent to Enter into Memorandum of Understanding
- Memorandum of Understanding



**District of Columbia**

**CERTIFICATION OF APPLICATION**

\_\_\_\_\_ having been duly authorized to act as legal representative of \_\_\_\_\_ ("APPLICANT") attests that I have read the foregoing Application for Tax Increment Bond Financing ("APPLICATION") and know the contents thereof; that the information provided in the Application is accurate and true to the best of my knowledge and belief; and that I have investigated Applicant's papers and books or otherwise have ascertained the truthfulness and accuracy of any of Applicant's representations of which I have no personal knowledge.

As an officer of the Applicant and on behalf of the Applicant, the undersigned acknowledges and agrees that the Applicant shall be responsible for all costs incurred by the District of Columbia ("District") relating to any proposed issuance of bonds, whether or not the bonds are issued. If, for any reason whatsoever, the Applicant fails to act within a reasonable or specified period of time to take proper or requested action, or withdraws, abandons, cancels, or neglects the application, or if the District's Underwriter is unable to find buyers willing to purchase the total bond issue required, then, upon presentation of an invoice, the Applicant shall pay to the District, or to any persons or firms designated by the District, all fees, charges and other costs incurred with respect to the application and any proposed issuance of bonds, up to that date and time, including any application fee or fees of any financial advisor and bond counsel for the District.

Furthermore, the undersigned Applicant acknowledges that any Tax Increment Financing ("TIF") Bonds to be issued pursuant to the Application will be special obligations of the District of Columbia payable solely from dedicated and collected incremental tax revenues generated by the TIF area associated with the project. Such TIF bonds will not be general obligations of the District of Columbia, will not constitute a pledge of the full faith and credit or taxing power of the District of Columbia, and will not constitute a lending of the public credit for private undertakings as prohibited by Section 490 of the Home Rule Act.

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title of Position: \_\_\_\_\_

Company or Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**Notary Public**

Sworn and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

My commission expires \_\_\_\_\_





**District of Columbia**

**DEPARTMENT OF FINANCE AND REVENUE**  
**OFFICE OF TAX AND REVENUE**  
**TAX CERTIFICATION AFFIDAVIT**

Date: \_\_\_\_\_

**Instructions:**

Applicants for tax increment bond financing or industrial revenue bond financing must complete this form. Applications not containing a properly executed tax certification affidavit will be deemed incomplete and will not be accepted by the District. Each applicant and principal officer must complete a separate form.

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

	Name	Social Security No.	Title
Principal Officers:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Business Telephone No.: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

Office of Tax and Revenue Registration No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify under the penalty of perjury that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning, (my or the entities—circle and check the correct response), tax compliance for the following taxes for the past five (5) years, in any jurisdiction of the United States (including the Federal Government), including the District of Columbia.

<u>District</u>	<u>Current</u>	<u>Not Current</u>
Sales and Use	(      )	(      )
Employer Withholding	(      )	(      )
Hotel Occupancy	(      )	(      )
Corporation Franchise	(      )	(      )
Unincorporated Franchise	(      )	(      )
Personal Property	(      )	(      )
Professional License	(      )	(      )
Arena/Public Safety Fee	(      )	(      )
Vendor Fee	(      )	(      )
Individual Income Tax (if applicable)	(      )	(      )

3. If not current, as checked in item 2, I am in compliance with a payment agreement with the Office of Tax and Revenue  
\_\_\_\_\_ Yes \_\_\_\_\_ No. (If Yes, attach copy of the Agreement).

If outstanding liabilities exist and no agreement has been made, please attach a listing of all such liabilities.



District of Columbia

**OFFICE OF TAX AND REVENUE TAX CERTIFICATION AFFIDAVIT**

**LISTING OF PROPERTIES**

4. If applicable, please provide a:

Listing of properties owned in the District of Columbia.

	<u>Complete Street Address</u>	<u>Square</u>	<u>Lot</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Attach additional pages as necessary

The District of Columbia Government is hereby authorized to verify the above information with the appropriate Government authorities, including the Office of Tax and Revenue. Under the penalties of perjury, I hereby attest the accuracy and truthfulness of the above statements. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, or imprisonment for not more than three years, or both, as prescribed in D.C. Code Sec. 22-2513.

\_\_\_\_\_  
(Signature of Person Authorized To Sign This Document)  
(Principal or agent for entity)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, ss

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
(month and year)

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_





## District of Columbia

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### **NON-DISCRIMINATION CERTIFICATION**

**Non-Discrimination Certification:**

(a) The District and \_\_\_\_\_ agree that prior to the original issuance, sale and delivery of the TIF Bonds, the District shall certify, based on the information contained in the written certification of \_\_\_\_\_, that:

(i) \_\_\_\_\_ is in compliance with the provisions of Title 1, Chapter 25 of the District of Columbia Code (D.C. Code 1-2501, et. seq. , as amended), and

(ii) \_\_\_\_\_ does not wholly or partially deny, restrict or abridge or condition the use of, or access to, any of its facilities and services to any person otherwise qualified, for a discriminatory reason, based upon race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, political affiliation, source of income, or physical handicap of any individual.

(b) \_\_\_\_\_ agrees to furnish to the District a written certification in form and content acceptable to the District and sufficient to enable the District to timely deliver the certification provided for in clause (a) above.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**District of Columbia**

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**

\_\_\_\_\_  
SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

\_\_\_\_\_  
AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP, THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT AND ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_  
AGREES TO POST IN CONSPICUOUS PLACES . . . THE PROVISIONS . . . CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_  
SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SECTION 1103.2 THROUGH SECTION 1103.10 OF THE REGULATIONS IMPLEMENTING MAYOR'S ORDER 85-85, "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_  
AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_  
AGREES TO COMPLY WITH ALL APPLICABLE GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_  
SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL EMPLOYMENT CLAUSES, SUBSECTIONS 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME





**District of Columbia**

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**ASSURANCE OF COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE APPLICABLE REGULATIONS IMPLEMENTATION MAYOR'S ORDER 85-85, 4 DCMR SECTION 1100 ET SEQ. AS AMENDED AS OF MARCH 27, 1995, AND AS ATTACHED, "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS." ARE HEREBY INCLUDED AS A PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURANCE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE APPLICABLE IMPLEMENTING REGULATIONS. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE APPLICABLE IMPLEMENTING REGULATIONS SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

\_\_\_\_\_, the authorized representative of \_\_\_\_\_, (hereinafter referred to as "the Contractor"), certify that the Contractor is fully aware of all of the provisions of the Mayor's Order 85-85, effective June 10, 1985, and of the applicable Regulations Implementing Mayor's Order 85-85, 4 DCMR Section 1100 et. seq., as amended as of March 27, 1995. I further certify and assure that the Contractor will comply fully with all applicable provisions for the Mayor's Order and all applicable implementing regulations if awarded the D.C. government contract referenced by the contract number entered below. Further, the Contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the Contractor's compliance with the above-cited applicable Order and Regulations.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Date





## District of Columbia

### FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

This Employment Agreement, in accordance with D.C. Law 5-93 and Mayor's Order 83-265 for recruitment, referral, and placement of D.C. residents, is between the District of Columbia, Department of Employment Services, Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for the new jobs created by this project.

#### I. General Terms

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors with contracts totaling \$100,000 or more to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and extension of modifications to the contract.
- F. This Agreement, shall not be construed as an approval of the EMPLOYER's TIF bond application.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER's job openings and vacancies in the Washington Metropolitan Area created as a result of internal promotions, terminations and expansions of the EMPLOYER's workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the TIF bond.

#### II. Recruitment

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.



## District of Columbia

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B. Notification of specific needs, as set forth in Section II.A., must be given to DOES at least five (5) business days (Monday-Friday) before using any other referral source, and shall include, but not be limited to, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment and work to be performed.

C. Job openings to be filled by internal promotion from the EMPLOYERS' current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names of all current employees, including apprentices, trainees and laid off workers who will be employed on the project.

### III. Referral

A. DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. Placement

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer as agreed. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. The EMPLOYER will make all decisions on hiring new employees, but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

C. In the event DOES cannot refer the qualified personnel requested within five (5) business days (Monday-Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to meet the 51% goal.

D. DOES will not be responsible for actions of employees referred by DOES and hired by EMPLOYER.

### V. Training

A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and covered in a separate Training Agreement.

### VI. Controlling Regulations and Laws

A. If this Agreement conflicts with any labor laws or governmental regulations, the laws or regulations shall prevail.

B. DOES will work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. The EMPLOYER will provide DOES with written documentation that the EMPLOYEE has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to DOES.

### VII. Agreement Modifications, Renewal and Monitoring

A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sales, assignment or otherwise, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER's Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) days of the transfer. This advice will include the name of the party taking possession and the name and telephone number of that party's representative.





## District of Columbia

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- B. DOES shall monitor EMPLOYER's performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- F. The project may be terminated because of the EMPLOYER's noncompliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Signed:

\_\_\_\_\_  
DEPARTMENT OF EMPLOYMENT SERVICES

\_\_\_\_\_  
SIGNATURE OF EMPLOYER

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE





## District of Columbia

### EMPLOYMENT PLAN

#### INSTRUCTIONS:

- Submit original to the Department of Employment Services (DOES) with First Source Employment Agreement.
- Upon approval of project by the originating agency, DOES will contact Employer.

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FEDERAL IDENTIFICATION NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

TYPE OF BUSINESS \_\_\_\_\_

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed). Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
		F/T	P/T			
A						
B						
C						
D						
E						





**District of Columbia**

**DEPARTMENT OF HUMAN RIGHTS AND  
LOCAL BUSINESS DEVELOPMENT**

**CERTIFICATE EVIDENCING INTENT TO ENTER  
INTO MEMORANDUM OF UNDERSTANDING**

The undersigned duly authorized legal representative of \_\_\_\_\_  
a valid existing District of Columbia corporation in good standing (the "Borrower"), affirms that:

In accordance with the D.C. Law 1-95, as amended, D.C. Code Sec. 1-1141 et. seq., (1987 Ed.), and in consideration of the commitment of the District of Columbia government ("District") to issue its Tax Increment Financing Bonds (the "TIF Bonds") to assist in financing capital costs incurred or to be incurred by \_\_\_\_\_ (the "Borrower") hereby certifies that, prior to the original issuance, sale and delivery on behalf of the Borrower of TIF Bonds, the Borrower shall have executed a Memorandum of Understanding under which the Borrower, among other things, agrees:

1. to make a good faith effort to award to Local, Small and Disadvantaged Business Enterprises ("LSDBEs") the dollar value equivalent of at least 35 percent of the adjusted amount of TIF Bond proceeds for the acquisition of goods and services purchased by the Borrower during the period the TIF Bonds are outstanding; and
2. to use the resources of the District Department of Human Rights and Local Business Development ("DHRLBD"), including the Minority Business Opportunity Commission's Directory of Certified Business Enterprise, and periodic updates, as primary resources for the Borrower's engagement.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





District of Columbia

**DEPARTMENT OF HUMAN RIGHTS  
AND LOCAL BUSINESS DEVELOPMENT**

**(SAMPLE)**

**MEMORANDUM OF UNDERSTANDING**

\_\_\_\_\_, ("\_\_\_\_\_), in accordance with D.C. Law 1-95, D.C. Code Section 1-1141 et seq., (1987 Ed. As Amended), and in consideration of the commitment of the District of Columbia government to issue Tax Increment Financing ("TIF") Bonds (the "Bonds") on behalf of \_\_\_\_\_ to finance and/or \_\_\_\_\_ (the "Facility"), does hereby commit to make a bona fide effort to utilize Local, Small and Disadvantaged Business Enterprises certified by the D.C. Local Business Opportunity Commission ("LSDBE") in order to achieve, at a minimum, the goal of thirty-five percent (35%) LSDBE participation of the net bond proceeds (the "35% Goal") in the contracted development costs in connection with the design, development (including, but not limited to, pre-construction activities, maintenance, security, janitorial, refuse collection, provision of supplies), associated with the operation of the Facility, in accordance with the following provisions.

- A. \_\_\_\_\_ shall utilize the resources of the Department of Human Rights and Local Business Development ("DHRLBD"), including the Local Business Opportunity Commission "Directory of Certified Local, Small and Disadvantaged Enterprises," and periodic updates, as the primary referral sources for LSDBEs. The primary contact for such referrals shall be the Director of the Department of Human Rights and Local Business Development (the "Director").
- B. The appropriate representatives of \_\_\_\_\_ who negotiate, sign and are responsible for the implementation of the Memorandum of Understanding with the DHRLBD agree to meet with \_\_\_\_\_ procurement and project officers to explore and develop ways for achieving the 35% Goal.
- C. \_\_\_\_\_ agrees to make a continuing bona fide effort to utilize LSDBEs for certain goods and services as may be required by \_\_\_\_\_ to conduct its daily operations and understands that such efforts will accrue toward the 35% Goal.
- D. No later than thirty (30) days after issuance date of the bonds, \_\_\_\_\_ agrees to submit a minority business plan (Attachment A) to DHRLBD for approval, which plan shall be incorporated in and made a part of this Agreement.
- E. Not later than sixty (60) days following the issuance date of the bonds, \_\_\_\_\_ will submit to DHRLBD a more extensive plan listing all of the projected procurement items, quantities and estimated costs, bid opening and closing dates, and start-up completion dates. This plan should indicate whether any items will be bid without restriction in the open market, or limited to LSDBEs certified by the Local Business Opportunity Commission.
- F. The parties hereto understand and agree that the means of achieving the 35% Goal may vary according to the types of goods and services contracted for and the current availability of Certified LSDBEs. However, \_\_\_\_\_ agree to make a bona fide effort to achieve, at a minimum, the 35% Goal over the life of the project.
- G. \_\_\_\_\_ further agrees to submit quarterly LSDBE contracting and subcontracting reports to DHRLBD no later than fifteen (15) days after the end of each calendar quarter; the quarterly report periods shall begin on January 1, April 1, July 1 and October 1. The quarterly report shall be submitted on a form provided by DHRLBD (Attachment B). These reports should include detailed documentation of outreach efforts to LSDBEs in order to determine bona fide efforts.
- H. \_\_\_\_\_ agrees to meet quarterly with DHRLBD staff on a mutually agreeable schedule to discuss LSDBE's participation during the construction phase of the project.
- I. In the event that there are no LSDBEs in the District of Columbia which are able to manufacture, construct, distribute, install or otherwise supply the goods and services required to develop, construct, renovate and/or maintain the Project, \_\_\_\_\_ agrees to make bona fide efforts to achieve the 35% Goal through a broad scale approach to contracts with other Local Business Enterprises certified by other District agencies.
- J. \_\_\_\_\_ further agrees to include in the terms of its contractual agreements with the general/prime contractor and/or construction manager (in any of such events, the "Contractor"), language which puts the Contractor on notice that

★ ★ ★  
\_\_\_\_\_  
\_\_\_\_\_

## District of Columbia

the Contractor is expected to make a bona fide effort to achieve the 35% Goal in (1) its own contracting with respect to the Project, and (2) engaging subcontractors to perform work on the Project.

K. \_\_\_\_\_ will publish, in a timely manner, a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, to inform the business community as a whole of specific contracting and subcontracting procurement opportunities, including a general description of projected phases and anticipated time tables.

L. For purposes of this agreement, it is agreed that bona fide effort means that \_\_\_\_\_ will obtain the following commitments from its General Contractor ("GC"):

1. The GC will publish a public notice in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, designed to inform the business community as a whole of specific contracting and subcontracting procurement opportunities.

2. The GC will publish public notices in a newspaper of general circulation in the District of Columbia and in one or more other newspapers serving the District of Columbia local business community, soliciting bids for products or services being sought, and will allow a reasonable time for all bidders to respond to invitations/requests for bids.

3. The GC will contact DHRLBD to obtain a current listing of all LSDBEs qualified to bid on major procurements as they arise.

4. The GC will negotiate with all bidders prequalified by \_\_\_\_\_ and the GC, including LSDBEs, to obtain their best and final price as understood in the marketplace.

5. The GC will not require that LSDBEs provide bonding on contracts with a dollar value less than \$100,000, provided that in lieu of bonding the GC may accept a job specific certificate of insurance.

6. The GC will design and include in all contracts and subcontracts a process for dispute settlement. This process shall incorporate an opportunity for the presentation of documentation involving the work performed and invoices regarding requests for payments. Included in the contract shall be a mutually agreed upon mediator or provisions for arbitration in accordance with the rules of the American Arbitration Association.

7. The GC and subcontractors shall strictly adhere to their contractual obligations to pay all subcontractors in accordance with the contractually agreed upon schedule for payments. In the event that there is a delay in payment to the general contractor, the GC is to immediately notify the subcontractor and advise as to the date on which payment can be expected.

8. The GC commits to pay all subcontractors, including LSDBEs, in accordance with the terms of the relevant subcontract, within fifteen (15) days following the GC's receipt of a payment, which includes funds for such subcontractors, from \_\_\_\_\_. \_\_\_\_\_ agrees to require the GC to establish a procedure for giving notice to the subcontractors of \_\_\_\_\_ payments to the GC.

M. In order to encourage \_\_\_\_\_ to develop creative, cost competitive ways in which to meet its 35% Goal, DHRLBD will give credit for new opportunities created by \_\_\_\_\_ in areas not traditionally provided to LSDBEs and/or expansion of opportunities in existing areas.

N. If at the end of the first calendar quarter following the issuance of the bonds, \_\_\_\_\_ is unable to comply with the proposed LSDBE utilization plan for the Project, representatives of \_\_\_\_\_ and the Director of DHRLBD shall confer with a view toward adjusting goals and strategies to extend the time of performance based on facts and circumstances.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

DEPARTMENT OF HUMAN RIGHTS/  
LOCAL BUSINESS DEVELOPMENT

NAME OF TIF APPLICANT

BY: \_\_\_\_\_

BY: \_\_\_\_\_





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